

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Op-
tional. Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI
26448365
VA#

DEED OF TRUST

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

The attached RIDER is made a part of this instrument.

THIS DEED OF TRUST, made and entered into this 19TH day of JUNE, 1998,
by and between MICHAEL C BROOKS AND GINNY S BROOKS, HUSBAND AND WIFE

STATE MS.-DE SOTO CO.

JUN 29 1 08 PM '98

, hereinafter called the Grantor; FREDERICK WARD
, hereinafter called the Trustee, and

NATIONSBANC MORTGAGE CORPORATION

BK 1011 PG 498
W.E. DAVIS CH. CLK.

and existing under the laws of THE STATE OF TEXAS
post-office address at P.O. BOX 35140
LOUISVILLE, KENTUCKY 40232
Beneficiary:

, a corporation organized
, having its principal office and

, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DE SOTO, State of Mississippi, to wit:

REFERENCE IS HEREBY MADE TO THE VA SECURITY INSTRUMENT RIDER ATTACHED
HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

IN THE EVENT THAT ANY PORTION OF THE LIEN IS FOUND NOT TO BE VALID AS
AGAINST THE HOMESTEAD, ALL PAYMENTS UNDER THE NOTE SHALL BE FIRST APPLIED
TO THAT PORTION WHICH IS DECLARED TO BE INVALID AS AGAINST THE HOMESTEAD.

Lot 1720, Section G, Southaven West Subdivision, located in Section 22,
Township 1 South, Range 8 West, as recorded in plat book 3, page 31 in
the office of the Chancery Clerk of Desoto County, Mississippi

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of **SIXTY FOUR THOUSAND TWO HUNDRED FORTY**

NINE AND NO / 100

Dollars

(\$ **64,249.00**), with interest from date at the rate of **SEVEN AND 375 / 1000** per centum (**7.375** %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of **NATIONSBANC MORTGAGE CORPORATION** in **P.O. BOX 35140, LOUISVILLE, KENTUCKY 40232**, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of

FIVE HUNDRED TWELVE AND 69 / 100

Dollars (\$ **512.69**), commencing on the first day of **AUGUST**, 19 **98**, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **July**, **2018**.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) Subject to applicable law or to a written waiver by the Beneficiary, Grantor shall pay to the Beneficiary on the day monthly payments are due under the note, until the note is paid in full, a sum ("Funds") for: (I) taxes and assessments levied or to be levied against the property which may attain priority over this Deed of Trust as a lien on the Premises; (II) leasehold payments or ground rents on the Premises, if any; (III) hazard or property insurance premiums; (IV) flood insurance premiums, if any; and (V) mortgage insurance premiums, if any. These items are called "Escrow Items." The Beneficiary may, at any time, collect and hold Funds in an aggregate amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as amended from time to time, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, the Beneficiary may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Beneficiary may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Grantor's payments are available in the account may not be based on amounts due for the mortgage insurance premium, if any.

- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire, flood and other hazard insurance premiums;
- (II) interest on the note secured hereby;
- (III) amortization of the principal of said note; and
- (IV) late charges.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any monthly payment of principal and interest, and Escrow Items if permitted by RESPA or any other governing law, when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the amounts held by the Beneficiary for Escrow Items exceed the amounts permitted to be held by RESPA, the Beneficiary shall deal with the excess funds as required by RESPA. If the amounts of funds held by the Beneficiary at any time are not sufficient to pay the Escrow Items when due, the Beneficiary may notify the Grantor and require Grantor to make up the shortage or deficiency as permitted by RESPA. The Escrow Funds are pledged as additional security for all sums secured by this Deed of Trust. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Grantor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the property is otherwise acquired after default, the Beneficiary, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be **FIVE** per centum (**5.000** %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, including flood insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has therefore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of **DESOTO** County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Department of Veterans Affairs for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have first written above.

hereunto set **their** hand(s) the day and year herein

Michael C. Brooks
MICHAEL C BROOKS

Ginny S. Brooks
GINNY S BROOKS

STATE OF MISSISSIPPI,
COUNTY OF Desoto

} ss:

Personally appeared before me
in and for said County, the within named
Ginny S. Brooks

, the undersigned **notary public**
Michael C. Brooks

and

, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

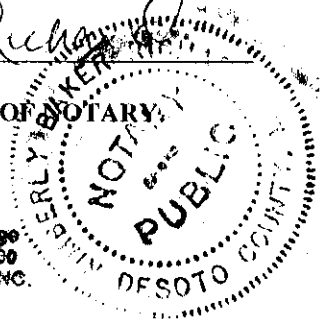
Given under my hand and seal this 19th day of June, 19 98

RETURN ORIGINAL TO:
NATIONSBANC MORTGAGE CORPORATION
3971 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

THIS INSTRUMENT WAS PREPARED BY:
FIRST AMERICAN NATIONWIDE DOCUMENTS, L.P.
UNDER THE SUPERVISION OF RACHEL CASTILLO
11 GREENWAY PLAZA, 10TH FLOOR
HOUSTON, TEXAS 77046-1102 (1-800-729-8064)

PRINTED OR STAMPED NAME OF NOTARY
MY COMMISSION EXPIRES:

Notary Public State of Mississippi At Large
My Commission Expires: January 30, 2000
WITNESSED THRU HENRI MARCNETTI, INC.



STL&D# MS4-4.AGG
Rev. 07-13-95

STATE OF MISSISSIPPI

Deed of Trust

TO

Trustee for

STATE OF MISSISSIPPI,

County of

} ss:

I, Clerk of the Court of Chancery of said County,
do hereby certify that the foregoing conveyance
was filed for registration in this office on the

19 , and was recorded in Vol. _____
Record of Deeds, pages _____
on the _____ day of _____, 19 ____

Clerk of the Court of Chancery.

Fee

574786

VA SECURITY INSTRUMENT
ASSUMPTION AGREEMENT RIDER

This Assumption Agreement Rider, made this 19TH day JUNE, 1998, shall be and is hereby incorporated by reference into and deemed an amendment and supplement to the provisions of the Deed of Trust, Mortgage, Deed to Secure Debt, or other security instrument ("Security Instrument") of even date given by the undersigned (the Borrower) to secure the Borrower's Note (the Note) to NATIONSBANC MORTGAGE CORPORATION (the Lender) of the same date and covering the property described in the Security Instrument.

A. **FUNDING FEE:** "A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the DEPARTMENT OF VETERANS AFFAIRS. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b)."

B. **PROCESSING CHARGE:** "Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies."

C. **INDEMNITY LIABILITY:** "If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instrument creating and securing the loan, including the obligation of the veterans to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

D. This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 1814 of Chapter 37, Title 38, United States Code.

E. Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this Security Instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

F. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Re-adjustment Act of 1944, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Assumption Agreement Rider.

Michael C. Brooks (SEAL)
MICHAEL C BROOKS

Ginny S. Brooks (SEAL)
GINNY S BROOKS

_____ (SEAL) _____ (SEAL)

State of MISSISSIPPI

County of Desoto

I, Kimberly Baker Richard, a Notary Public in and for the county and state aforesaid, do hereby certify that Michael C. Brooks and wife, Ginny S. Brooks personally appeared before me this day acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal the 19th day of June, 19 98.

Notary Public State of Mississippi At Large
My Commission Expires: January 30, 2000
BONDED THRU HERGEN-MARCHETTI, INC.

Kimberly Baker Richard
NOTARY PUBLIC

My commission expires: _____

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ST&L NK4.5-2 Rev. 02-03-97